IN THE HIGH COURT OF UTTARANCHAL AT NAINITAL

WRIT PETITION NO. 768 (MS) OF 2006

Abdul Hassan,
S/o Shri Tuffail Ahemad,
R/o Village-Nashirpurkalan (Near Badshahpur)
P.O.- Shahpur, Sheetalkhera,
District-Haridwar.

.....Petitioner.

Versus

1. State Bank of India, Krishi Vikas Shakha (A.D.B.), Ramnagar, Roorkee, Distt. – Haridwar.
2. Collector District-Haridwar.
3. Tehsildar Roorkee, District-Haridwar.

.....Respondents.

Dated: 21.06.2006

Hon'ble Rajesh Tandon, J.

Heard Sri Sanjeev Singh & Atul Bahuguna, Advocate for the petitioner, Standing counsel for the respondents no.2 and 3 and Sri Ashish Joshi, Advocate for the respondent no. 1.

By the present writ petition, the petitioner has prayed for a writ of mandamus directing the respondents to recover the amount of loan from the petitioner in easy instalments. Further prayer has been made for a writ of mandamus directing the respondent no. 1 to rectify the rate of interest in accordance with law as applicable to agricultural loan and furnish to the petitioner the statement of account depicting the amount already paid towards the loan.

Briefly stated, the petitioner took a loan from respondent no.1 in the year, 2000 for a sum of Rs. 2 Lacks for the purpose of purchasing tractor for agricultural use under the head of agricultural loan, which had to be repaid in 9 years. Petitioner has submitted that he has deposited the loan amount up to June, 2002 regularly and continuously but due to some unavoidable circumstances, the petitioner could not deposit the instalment.

The petitioner could not deposit the instalment fixed by the respondent no. 1 twice in a year.

Petitioner has already repaid a sum of Rs. 1 lac in four instalments on 28.03.2001, 19.04.2001, 09.01.2002 and 04.03.2005 (Rs. 25,000, Rs, 25,000, Rs. 20,000, Rs. 30,000) and after issuing the recovery citation the petitioner has also refunded a sum of Rs. 80,000/- and 16,000/- on 14.02.2006 and 16.05.2006 respectively.

Petitioner has submitted that it will be convenient to him, if some easy instalments are fixed for repayment of balanced loan amount.

In the case of ***Central Bank of India vs. Ravindra and others, AIR 2001 SC 3095*** the Apex Court has observed:

"Statement of accounts supplied by banks to borrowers many a times do not contain particulars or details of debit entries and when written in hand are worse than medical prescriptions putting to test the eyes and wits of the borrowers. Instances of unscrupulous, unfair and unhealthy dealings can be multiplied though they cannot be generalized."

In view of the aforesaid facts and circumstances, the bank authorities shall give the account to the petitioners

In view of the above, respondent no. 3 is directed to permit the petitioner to repay the balanced loan amount in four equal quarterly instalments. The first instalment shall be given by 10th of July, 2006. In case of default, recovery proceedings shall be initiated against the petitioner.

Subject to the aforesaid, writ petition is disposed of.

(Rajesh Tandon, J.)

21.06.2006
Rathour